## **EXHIBIT 1**

DUMED OF LINES DISTRICT COLUMN

TO: Plaintiffs and their Counsel of Record

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: Case No. 17 Civ. 5833 (DLC) (SN)
· :
: : RULE 68 OFFER OF JUDGMENT BY
: DEFENDANTS DORSEY & WHITNEY LLF : AND NATHANIEL H. AKERMAN
: :
: : :

Pursuant to Federal Rule of Civil Procedure 68, Defendants Dorsey & Whitney LLP and Nathaniel H. Akerman hereby offer to allow judgment to be entered against them in this action:

- 1. For all damages sought by Plaintiffs in this action against Dorsey & Whitney LLP and Nathaniel H. Akerman, jointly and severally, a payment in the total amount of two hundred fifty thousand dollars (\$250,000.00), with interest, costs including attorneys' fees, and disbursements to be determined after acceptance of this offer.
- 2. This offer of judgment is made for the purposes specified in Federal Rule of Civil Procedure 68. It is not admissible in evidence except in a proceeding to determine interest, costs including attorneys' fees, and disbursements. This offer of judgment is intended to resolve, finally and fully, all of Plaintiffs' claims against Defendants Dorsey & Whitney LLP and Nathaniel H. Akerman in this action, and shall not be construed as an admission either that Defendant Dorsey & Whitney LLP or Nathaniel H. Akerman is liable in this action or that Plaintiffs have suffered any damages.

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3. By accepting this offer of judgment, Plaintiffs agree that the final disposition of

this action is a condition of this offer of judgment.

4. Acceptance of this offer of judgment must be made by service of written notice of

acceptance within fourteen days after service of this offer of judgment. Such written notice must

accept the offer as stated, without qualification or variation. This offer of judgment shall be

deemed withdrawn unless accepted within fourteen days after service of this offer.

5. If this offer is not accepted and the judgment obtained by Plaintiffs is not more

favorable than the offer, Plaintiffs shall pay the costs, including reasonable attorneys' fees,

incurred after the making of this offer.

6. By making this offer of judgment, Defendants Dorsey & Whitney LLP and

Nathaniel H. Akerman do not waive, and expressly preserve, all claims and/or defenses available

in this action.

Dated: February 4, 2021

Respectfully submitted,

/s/ Nathaniel H. Akerman

Nathaniel H. Akerman

DORSEY & WHITNEY LLP

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**I HERBY CERTIFY** that on February 4, 2021, a true and correct copy of the foregoing was furnished by email to:

Attorneys for Plaintiffs:

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> /s/ *Nathaniel H. Akerman* Nathaniel H. Akerman